BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly owned by government of Karnataka)

Tender no: BESCOM/2024-25/SE0233

BIDDING DOCUMENTS

FOR

“Providing Mechanized House Keeping Services and other allied Services to BESCOM Circle Office Complex at Tumkur”.

SECTION-I

INVITATION FOR BIDS

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(IFB)

(Through KPPP portal)

The Chief Engineer (Ele.,), Chitradurga Zone, BESCOM, Opp. RTO Office, Turuvanur Road, Chitradurga-577 501 on behalf of the Bangalore Electricity Supply Company Ltd., (BESCOM) invites tender through KPPP portal from eligible bidders for the works mentioned below under local competitive bidding:

"Providing Mechanized House Keeping Services and other allied Services to BESCOM Circle Office Complex at Tumkur".

1.0 SCOPE OF THE WORK:

The scope of the work to whom is awarded shall be but not limited to the following conditions:

(1) A high standard of workmanship is expected out of this agreement and therefore the bidder shall adhere to the instructions from the officer in charge from time to time and deploy suitable personnel required for carrying out the work. The materials to be used for carrying out the House Keeping Services shall conform to relevant standards.

(2) The work shall be carried out with due diligence and all the work executed shall be in a workman like manner. In the event of any dispute arising, the decision of the Officer designated shall be final, binding and conclusive.

(3) The agency shall deploy the required personnel, tools, plants, and materials for carrying out the House Keeping services.

(4) The rate quoted shall be inclusive of the cost of all materials, tools, plants, labour rates, Repair and maintenance of Geysers/Solar water heater/air conditioners/Electrical fittings/Water supply items and Cleaning of Sanitary/sewage lines, Supplying of Daily News Papers(Kannada and English), Supplying Uniform cloth to employees, supplying Floor mats, bathroom utensils like mop, cleaning brush, buckets, mugs, maintenance of garden (like supplying weedicides, pesticides/new soil/fertilizers) etc, maintenance of TV Cable charges, Cost of disinfectants/detergents, air fresheners, Mosquito liquid, etc., including cost of material & labour charges etc.,

(5) All arrangements for transporting the men and materials required to the Office Complex premises shall be done by the bidder at his own cost and expense.

(6) The officer in charge reserves the right to order for repeating the house keeping operation, if in his opinion, the cleaning operation is not in accordance with the requirements contained in the bid documents/instructions issued from time to time.

(7) The agency shall make his own arrangements for the storage of all materials, tools, plants at specified place. The bidder at his own cost shall arrange the safety and security for the same BESCOM shall not be responsible for loss of materials and no claim whatsoever shall be entertained on this account.

(8) Electric power/water required for carrying out the House Keeping operations will be made available free of cost to the extent possible and agency shall exercise utmost care for judicious use of these.

(9) The rates quoted shall be deemed to include everything necessary to satisfactorily carry out the House Keeping operations as determined by the officer in charge.

(10) On completion of the House Keeping operation (daily, weekly and fortnightly), the agency shall remove all tools, equipment, debris etc., from the office premises and leave the place in a neat and tidy manner as directed by the officer in charge.

(11) During the House Keeping operations, the agency shall carry out the works in harmony with the officials of the corporation in the best overall interest of the work.

1.1 Scope of House Keepers:

a. The House Keepers agency shall carryout cleaning and other connected operations of the entire area of the Office Complex premises. (The approximate floor area of the premises with other details like number of rooms etc., shall be indicated by the field officers).

b. The level of House Keeping to be provided shall be of the highest standard and shall be in accordance with relevant standards and best housekeeping practices.

c. The daily schedule and frequency of operations should be such that it should not cause hindrance or inconvenience to the occupants at any time.

d. All areas of the premises, surrounding area, terrace etc. shall be cleaned to a high standard and the type and frequency of cleaning adopted should give clean and hygienic environment at all times at all places. All areas are to be attended to with equal

importance. Busy and constant movement areas such as corridors, auditoriums, staircases, toilets etc., need intensive and concentrated cleaning and maintenance.

e. Correct type of cleaning shall be adopted for each and different types of finishes used in the building. Mechanized cleaning shall be adopted wherever required and possible. Housekeeping shall be done with utmost care to avoid damages, scratches, deterioration etc. to the surface materials, finishes etc.
f. The House Keeping agency shall carry out the cleaning and other connected operations at daily/weekly/fortnightly/monthly frequencies as enumerated operated below by appropriate cleaning materials of approved quality and make.

1.2 Daily Operations

a. Sweeping the entire floor area of the Office Complex once a day in the morning and again as and when required or called for including dusting the carpets by vacuum cleaner.
b. Wet mopping the entire floor area of the Office Complex once a day in the morning with disinfectants and deodorants and again as and when required.
c. Cleaning of attached toilets, wash basins etc., with disinfects once a day in the morning and gain as and when called for.
d. Cleaning of general toilets/washbasins with disinfectants atleast four times a day and again as and when called for.
e. Dusting and cleaning of doors, windows, furnitures, fixtures, glass partitions, electrical fixtures and other equipments like computer cubicles, table tops, chairs, overhead storage units, show racks, drawer boxes, filling racks, cupboards, cabinets, paper trays, flower vases, telephones etc., with wet cloth and vacuum cleaner.
f. Clearing and cleaning of dust bins/waste paper baskets atleast once in a day in the morning.
g. Washing and cleaning of drinking water glasses, cleaning of water purifiers, atleast once a day in the morning.
h. Cleaning of water filters atleast once a day or as and when required.
i. Spraying of room fresheners whenever required and as directed.
j. Cleaning of carpets once a day and again as and when called for.
k. Cleaning and clearing of chajjas and other projected areas once a day in the morning.
l. Sweeping and wet mopping of staircases and cleaning of stair case handrails atleast twice a day and again as and when required.
m. Sweeping of the entire parking areas twice a day and again as and when required.
n. Sweeping and wet mopping of all entrance steps twice a day and again as and when required.

o. Sweeping and wet mopping of the Office Complex at-least twice a day with disinfectants and deodorants and again as and when required.
p. Pumping of water from sump tank to overhead tank as and when required. The agency shall ensure continuous supply of water to entire Office Complex round the clock.
q. Watering of garden, pots in and around the premises bush clearing of garden etc., to keep the surrounding area clean and tidy.

1.3 Weekly Operations

a. Thorough cleaning of furniture partitions, doors/knobs and window glasses/grills.
b. Thorough wash of all toilets with chemicals, acids, detergents etc.
c. Cleaning of all light fittings, ceiling/pedestal fans, tube light fittings, air conditioners etc.
d. Removing of cobwebs.
e. Cleaning and polishing of metal name plates/boards.
f. Arresting leakages in pipe lines/taps etc., as and when required.
g. Thorough dusting of beds etc., using vacuum cleaners or otherwise.
h. Washing the entrance corridor and perimeter of the building, including ramps,Compound wall, roads, and entire pavements, vehicle parking area.

1.4 Fortnightly Operations

a. Spraying of disinfectants in and around the building toilets, pantry, kitchen etc.
b. Removing of stains and spills on the table tops/floors with suitable solvents.
c. Removal of moss, fungus and lichen from the building wall
d. Cleaning of rainwater drains, manholes etc.
e. Cleaning of all terraces, chejjas and clearing of rainwater outlets etc.
f. Rodent control operations: Keeping poison for rodents (rats/bandicoots) and removing dead rodents neatly. Precaution shall be taken while identifying the locations for keeping the poisonous materials in the premises so that no human being shall come in contact with poisonous materials.
g. Prophylactic treatment to be done with approved chemicals and disinfectants for the control of mosquitoes, lizards, cockroaches, etc. at corridors, open areas, store rooms etc.

1.5 Monthly Operations

a. Sweeping and brushing of entire floors with water and necessary chemicals.
b. Removing accumulated stains at the edges of the walls.
c. Cleaning and dusting of wooden /steel furniture.

d. Cleaning and removing stains in stair cases/ landings/ramps/steps.
e. Removing cobwebs etc. from internal and external part of the office/staircases/landings etc.
f. Thorough cleaning of overhead tanks and underground sumps as directed by the officer designed.

1.6 Work to be carried out as and when required at the cost of agencies.

a. Cleaning of choked drains, inspection chambers etc.
b. Minor repairs of cisterns, taps, etc., in the toilets and other places including replacement with new items, if necessary (The cost of the materials required for such replacements etc.
c. Greasing of movable/rotating parts of rolling shutters/collapsible gates/entrance gates etc.
d. Minor repairs to doors/windows/furniture's like repair replacement of locks/door closures/handles/padlocks/tower bolts etc. If necessary (the cost of the materials required for such replacements.
e. Repair and maintenance of Air conditioners and Water filter etc.

1.7 Waste Management

a. The daily garbage shall be collected and disposed in the municipal corporation dustbin at the end of working hours.
b. The common toilet waste, pantry waste, kitchen waste etc shall be bagged and removed at the end of the day.
c. All cleaning material including access ladder, vacuum cleaner etc. required for carrying out the operations shall be arranged by the agency. The agency shall also arrange at its own cost soaps, phenyl, disinfectants, cleaning agents, chemicals, room freshener's etc. for the use during the operations. (The minimum quantity of consumables to be used by the agency for housekeeping operations shall be estimated by the field officers and shall be annexure to the conditions).

1.8 The housekeeping works shall be carried out with due diligence and in workman like manner. In the event of any dispute arising, the decision of the officer designated shall be final, binding and conclusive.

1.9 All arrangements for transporting men and materials to the premises shall be done by the agency at his own cost.

1.10 The House Keeping agency shall deploy required number of house keepers on regular full time basis to discharge the specified activities. The personnel so deployed shall be under the direct control and supervision of the agency. BESCOM will not have anything to do with the employees of the agency.

1.11 The agency shall not engage any personnel who is below 18 years of age and not above the age of 60 years of age.

1.12 The personnel deployed by the House Keeping agency shall maintain a high standard of discipline and cleanliness.

1.13 The House Keeping agency shall be responsible for assigning duties to personnel deployed, payment of wages, ESI, Provident fund, Bonus, Group Link insurance scheme etc., as per relevant laws of the land and other compensation payable under the workmen's compensation Act or any other benefits to the staff employed by the Agency. BESCOM shall not be responsible for non-payment of any of the amounts to the staff of the House-keeping Agency on account of Statutory Acts applicable. In the event of failure to comply with these provisions, the same will be recovered from the bills due to the House keeping agency. The House keeping agency shall disburse the monthly wages to, its personnel deployed in the present of the officer designated by the corporation.

1.14 The House Keeping agency shall comply with all the statutory requirements as may be applicable now and as amended from time to time which includes compliance with the employees State Insurance Act 1948. Employees Provident Fund Act 1952 and Family Pension Fund 1971, Payment of Bonus Act, Payment of Gratuity Act, Payment of minimum wage act and any other statutes / enactments/ as may be applicable from time to time. Any variation in the minimum wages including any revision in the dearness allowance payable from time to time as announced by the Government of Karnataka shall be absorbed in the quoted rates by the House Keeping Agency at the time of submitting the bid. The agency shall maintain necessary Register/Records as required under the aforesaid statutes and produce the same as and when required to do so by BESCOM / statutory authorities.

1.15 The agency shall comply with all applicable laws, ordinances, rules and regulations in respect of this contract and the employment of the workers by the agency and the agency shall pay at its own cost all the changes in connection therewith.

1.16 The House Keeping agency shall be governed by the provision of the contract labour (Regulation and abolition) Act 1970 and shall obtain the contract labour license from the labour commissioner's office within 15 days from the date of issue of work order.

1.17 The House Keeping agency shall renew the contract labour license from time to time and inform the officer designated accordingly in the event of the agency not securing the contract labour license within 15 days from the date of issue of work order or in the event of the agency not renewing the license, it shall be open to BESCOM to terminate this agreement forthwith, without being required to give any advance notice of such termination.

1.18 The House Keeping agency shall take necessary insurance cover at its own cost for any accidents and towards any other amount that would become payable by the agency under the workmen's compensation act or any other statute that would be applicable.

1.19 The agency shall ensure that its personnel are in uniform with badges while on work. The staff of the agency shall carry with them the identity cards given by the agency for identification at BESCOM deployed for the works shall be maintained by the house keeping agency separately. Also satisfactory completion of works shall be entered daily in a register maintained for the said purpose. If BESCOM finds any person engaged by the house keeping agency unsuitable or undesirable, he/she should be immediately replaced.

1.20 The staff of agency deployed shall be liable for security search during the course of work and at the time of leaving the premises.

1.21 The agency shall indemnify BESCOM against any losses, damages or claims to the property of the corporation or third party arising out of negligence, carelessness, misconduct of any of the personnel of the agency deployed in the premises of BESCOM.

1.22 In the event of any money becoming due to BESCOM from the Agency during the currency of this contract either due to shortfall of services or due to loss or damages caused or for any other reason, BESCOM shall be entitled to recover such amounts from the security deposit lodged with the corporation and / or payments due to the agency.

1.23 The agency shall provide safety appliances such as safety shoes, hand-gloves, safety belts etc., to its staff as and when required and ensure the usage of the same by their staff.

1.24 The BESCOM shall not be responsible for providing food and/or transport to the staff of the Agency.

1.25 BESCOM will not be responsible for loss to the property or to person's of the agency in the event of fire, catastrophe or civil commotion etc., if so occurs.

1.26 Materials brought by the agency may be stored at suitable strong place spared by BESCOM under lock and key of agency. The agency shall arrange the safety and security for the same. BESCOM shall not be responsible for loss of materials.

1.27 The Agency, under no circumstance, whatsoever shall slow down/stop the designated operations as mentioned in the conditions aforesaid.

1.28 The rates quoted by the agency shall be firm valid for the entire duration of contract period (contract period shall be fixed by the field officers).

2.0 Period of Contract: The contract is initially for a period of 12 months from the date of award of the work. The same may be extended for further period if required based on satisfactory performance.

The Contract agency, which is providing the services will be purely on

contract basis and not entitled to claim any permanency benefits from BESCOM.

3.0 Minimum Qualification Requirements:

A) TECHNICAL CRITERIA

1) The agency should have valid registration certificate under Manpower agency. The bidder has to submit registration certificate of establishment i.e., Form 'C' issued by the Labour department of Government of Karnataka and it should be in force duly indicating period of validity and nature of business should be **'Manpower Services'.**
2) The Agency should have provided similar services satisfactorily for at least **one reputed Organization** like Bank, MNCs, PSUs, Defence establishments, Govt. organizations (State/Central), Electrical Distribution/Transmission Company etc., for a period of at least **One year** in the **preceding 03 Financial years** for **not less than 5 persons.** The performance Certificates from such Organization shall be scanned in originals and uploaded. Work completion/performance certificates issued by the respective departments not below the rank of the Executive Engineer/ equivalent officer in charge of respective works shall be scanned and uploaded.
3) The agency should be registered under GST, Workmen Compensation Act with the competent Authority and the following valid registration certificates/records shall be uploaded along with the bid.
   a) Pan card.
   b) GST Registration Certificate.
   c) ESI Registration Certificate.
   d) EPF Registration Certificate.

   (Note: Agencies having registered with EPF & ESI are desirable).

4) The Bidder should not have been **Blacklisted/Defaulted** in any of the ESCOM'S/KPTCL/KPCL and other Government Electrical utilities in Central/State Government or Public Sector undertakings in India on the date of bid opening. Self-declaration shall be uploaded. (Declaration letter has to be Notarized in the stamp paper of value Rs. 100/-)

B) FINANICAL CRITERIA

1) The agency shall be an assesse under Income Tax Act. Copies of the last three years IT returns shall be uploaded along with relevant annexure.
2) The Annual turnover during any one of the preceding three financial years i.e., 2021-22, 2022-23 and 2023-24 shall not be less than two times (**Rs. 46.00 Lakhs**) of the amount put to

tender. Audited Turnover certificate from Chartered accountant along with UDIN must be uploaded.

3) Profit and loss account & balance sheets audited by Chartered Accountant of preceding three financial years i.e., 2021-22, 2022-23 and 2023-24 shall be uploaded.
4) The Bidder shall upload Banker's Certificate pertaining to Liquid Assets not less than **Rs. 6.90 Lakhs** for the housekeeping service. The Bankers certificate should be in enclosed format.

Note: 1. The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the KPPP portal. Non submission of the proof leads to disqualification.

2. The agency shall be capable of providing the tendered number of Up keeping person within 7 days from the date of award of contract.

C) GENERAL:

i) Bidder shall note that lowest quote is not the sole criteria for award of contract and in the opinion of BESCOM based on its past experience, if the firm has not performed well in service of works in BESCOM, such firms may be over looked from the ranking of bids.

ii) Blacklisted firms as on the date of opening of bids either in BESCOM or in any ESCOMS/KPTCL/KPCL and **other Utilities** as on the date of bid opening not be eligible to participate in this tender.

iii) In the event of the information furnished by the Bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders including forfeiture of Bid security amount; disqualify the offer of such Bidder and blacklisting the firm. In the event of the information furnished by Bidder is found to be false during the execution of contract, then BESCOM is at liberty to cancel the works awarded, also to forfeit the performance guarantee furnished, blacklist the firm and recover the Losses and execute the balance works at the risk and cost of the contractor.

iv) Bids not submitted through KPPP and non-submission of EMD as indicated at **Clause 3.0** supra will be treated as non-responsive.

v) The bidder shall be required to fulfil the Qualifying Requirements as on the date of Technical bid opening & has brought out in the bid documents.

D) PUBLIC SECTOR COMPANIES:

Public enterprises domiciled in the Purchaser's country are eligible to qualify if, in addition to meeting all the above requirements, they also:

i. Are commercially oriented legal entities distinct from the Purchaser/Lessee and is not a government department.
ii. Are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues though the sale of goods or services and
iii. Are managerially autonomous.
iv. No preference/advantage will be given in evaluation/comparison of bids and in award of contract.

Note:

i. The Bidder shall upload Documentary proof for the above Qualifying requirements and also upload the details in the Techno- Commercial Sheets.
ii. BESCOM reserves the right to assess the bidder's capability to perform the work should the circumstances warrant such assessment in the overall interest of BESCOM.
iii. Bid documents will be available on the web site kppp.karnataka.gov.in
iv. The bidders can obtain the tender documents from Web site free of cost.
v. The prospective bidders are advised to register their user ID, password, and Company ID from web site kppp.karnataka.gov.in.
vi. Any clarifications about e-payment contact KPPP help desk 080-22485867/22485927, or e-mail to hphelpdesk.blr@rteservices.com for any issue.

E) Requirements of manpower:

a. Shall be within age group of 18 to 60 years.
b. Shall be physically fit and mentally sound.
c. Shall have knowledge of Kannada speaking.
d. They shall be able to work after office hours also if required.

Further details required if any, the bidders may contact the undersigned. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

4.0 Bid Security/EMD:

4.1 Bid Security (EMD) shall accompany bids for an amount of **Rs.50,000.00.** The Payment of the same shall be made as follows:

a) The Earnest Money Deposit (EMD) shall be paid within the due date. The mode of payment of EMD shall pay through any of the four e-payment modes mentioned in the KPPP Portal.

4.2 Bids shall be accompanied with Bid Security (EMD) amount as detailed here under:

Name of the Work	Amount put to tender in Rs. (Appx.)	Earnest Money Deposit (in Rs.)
"Providing Mechanized House Keeping Services and other allied Services to BESCOM Circle Office Complex at Tumkur".	**Rs. 23,00,000/-**	**Rs. 50,000 /-**

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPPP portal using any of the following payment modes:
Credit Card
Direct Debit
National Electronic Fund Transfer (NEFT)
Over the Counter (OTC)

i. <u>CREDIT CARD PAYMENT METHOD:</u>

To pay the registration fee through your credit card, click on the "Credit Card (Online Payment)" option. If you choose to pay the fees later click on "Close" button. Click Pay after verifying details on the screen that appears.

Click on "Pay" button to proceed with payment process. Click "Back" if you wish to choose a different payment method. Click on "OK" button on the payment method Confirmation window that is displayed. You will choose your card type (VISA, master Card).

You enter your credit card details.

Click on "PAY NOW" button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you.

A successful transaction message is displayed.

ii. <u>DIRECT DEBIT METHOD:</u>

Click on "Direct Debit Using Internet Banking (Online Payment) option to pay from your bank account through Internet Banking facility.

Click on "Pay" to proceed or "Back" to change the payment method on the Payment details screen.

Click on "OK" on the confirmation window to effect the payment. Click on "Cancel" and then on "Back" to change the payment method.

You will information on your screen about successful completion of payment process.

iii. **OTC PAYMENT PROCEDURE:**

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the KPPP web-site (kppp.karnataka.gov.in) the contractor/supplier will need to log into KPPP, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

iv. **NEFT PAYMENT PROCEDURE:**

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into KPPP, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has

to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the KPPP as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank.

For details on e-Payment services refer to KPPP portal for more details on the process.

Note: In KPPP Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time/Date.

4.3 Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

4.4 Earnest Money Deposit of the successful Bidder will be refunded after fulfillment of the Security Deposit and Performance Guarantee Clause.

4.5 The deposit towards EMD shall not carry any interest.

4.6 Permanent EMD will not be considered.

5.0 **Submission of Tenders**: Bids shall be submitted in two parts viz., Techno -Commercial Bid and Price Bid both on Electronic Mode only.

1. Bidder shall quote Charges inclusive of all rates, taxes etc /Month in KPPP portal only.
2. Price schedule should not be uploaded in Technical bid. If uploaded that bidder will be rejected.

3. Price format will be available under Annx-B for reference & calculation purpose.

6.0 BESCOM takes no responsibility for delay, due to any cyber or other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

7.0 **Litigation History:**

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder may result in rejection of bid.

7.1 Notwithstanding anything stated herein above, BESCOM reserves the right to access the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of BESCOM. The BESCOM reserves the right to waive minor deviation if they do not materially affect the capability of the Bidder to perform the contract.

7.2 Notwithstanding the above if it is found that the performance vis-à-vis works already awarded to the bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualifying the bidder and reject its bid at any stage of processing of the bid.

7.3 Bidders shall note that BESCOM may not award the work to successful bidders even if it is lowest quoted offer (L1), if in the opinion of BESCOM based on its experience the firm may not perform well in services of work and may delay in execution because of its existing works on hand.

7.4 In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security and disqualifying the offer of such bidders and black list the firm. In the event of information furnished by bidder is found to be false during the execution stage then BESCOM at its liberty may take action to cancel the work awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

8.0 CALENDAR OF EVENTS:

a	Last Date & Time for Tender Queries/Clarifications.	13.02.2025 upto 17.00 Hrs
b	Last Date & Time for Receipts of Tenders.	14.02.2025 upto 17.00 Hrs

c	Date & time of Opening Technical bid.	15.02.2025 at 11.00 Hrs
d	Date & time of Opening Financial bid.	**Soon after the technical bid evaluation.**

The Bidders shall upload proof of their credentials in support of their Qualifying Requirements. The performance certificates issued by any ESCOM shall not be below the rank of Executive Engineer.

9.0 BESCOM reserves the right to reject any or all the Bids without assigning the reasons whatsoever and shall bear no liability for any consequent upon such a decision.

10.0 Period of Contract: The contract is for a period of **12 (Twelve) months** from the date of award of the work or till finalization of next tender as per company norms.

11.0 PRICES & SOURCE OF FUNDING:

i. Finances will be met out of the budget of BESCOM for the year 2023-24.

ii. **Rates quoted shall be rounded off to next rupee if it is 50 paisa or more and below if rate is less than 50 paise**.

12.0 PAYMENT TERMS:

i. The agency shall claims the bills on monthly basis at the rate of 1/12th of the awarded amount including ESI, EPF, GST etc.,duly signed by the Assistant Engineer (Civil), Assistant Executive Engineer (Civil) and counter signed by the Executive Engineer (Civil) O & M Chitradurga Zone.

ii. The payment will be made at the O&M Circle, BESCOM, Tumkur on the basis of the bills submitted by the bidder to the officer designated before 5th of each month for having carried out the Housekeeping operations during the previous month, based on the rates accepted by BESCOM. Deduction towards income tax will be made at the prevailing rates under income tax act and relevant notifications from the bills. Also deduction towards any other taxes as per statutory requirements will be made from the bills. In addition, 5% (Five percent) of the gross amount of the bill will be deducted towards further security deposit, in addition to the initial security deposit. The bills submitted will be scrutinized by the officer designated and certificate for having carried out the work

satisfactory will be endorsed on the bills and passed for payment.

iii. Agency shall pay the wages to the personnel as per Minimum Wages Act, Factories Act and other benefits like DA, ESI, PF, Insurance and any other statutory liabilities to its staff & escalation of minimum wages in time. BESCOM shall not bear any responsibility for non-payment of remunerations to personnel under any circumstances.

iv. All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following Workmen's Act related to Labour law.

- Minimum Wages Act, 1948.
- Payment of Wages Act, 1936.
- Contract Labour (Regulation and Abolition) Act, 1970.
- Employees PF and Miscellaneous Provision Act, 1952.
- Employees State Insurance Act, 1948.
- Payment of Bonus Act, 1965.
- Workmen's Compensation Act
- Gratuity Act and related all Labour Laws and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

v. Payment will be arranged at the office of the Superintending Engineer (Ele), O&M Circle, BESCOM, Tumkur. Before passing of the bills of the agency, the Account Officer of the O&M Division shall verify and ensure that details such as:

vi. Minimum Wages paid to the sweepers through their Bank Accounts for the preceding month. Proof of the same shall be produced.

vii. ESI/EPF of the each sweeper paid to the concerned department by the agency for the preceding month. Proof of the remittance shall be attached.

viii. Proof of GST paid to the respective departments for the previous month.

ix. The DCA of O&M Circle and AO(I/A) of the Division are fully responsible to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to Up

keeping person are paid as per award.The agency shall submit the following:

a. Pre-receipted bill in triplicate with certification from the Officer in charge of the client for satisfactory completion of the work for payment of remuneration, of the Manpower to the BESCOM before 7th of the succeeding month.

b. Paid receipts for the previous month of EPF/ESI/Service Tax to the respective departments

c. BESCOM will make 100% payment on monthly basis through cheque/ RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

Before making payment to the agency, BESCOM should ensure that the Agency shall produce proof for having paid the previous month salary and EPF/ESI to its personnel deployed of the said contract order.

The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.

The Agency shall pay EPF, ESI, Service Tax of its employees directly to the respective Government/Central Government authorities as per rules for the list of personnel deployed by the contract agency. The concerned paid challans of the preceding month with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. Remittance of such amount is wholly the responsibility of the Agency. The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by BESCOM.

The Agency shall furnish the documents/enclosures in duplicate for having made the payments to its personnel deployed as per statute. Otherwise the bills are liable to be rejected.

a) Attested copy of challan consisting, details of EPF/ESI and Service Tax paid during previous month to the respective Govt/Central authorities along with the sweepers details.
b) Copy of EPF paid in the Formats such as 5A, 10, 12A and ESI paid in Format-7.
c) Copy of format 3A and 6A (for annual EPF paid) and Format-6(For half yearly ESI paid).
d) Copy of Service Tax paid in the Format ST-3 and TR-6. Bills in duplicate stamped and pre-receipted.

e) Bills duly countersigned signed by the officer in charge along with Monthly attendance signed by the agency of the month maintained by the agency only.
f) Satisfactory certificate from the concerned authority i.e., from the BESCOM side.
g) Proof of wages, ESI, EPF, Service tax, Income Tax, etc., paid each month against the personnel deployed or engaged.
h) Each year during the month of December, Rs.3/- from each sweeper has to be deducted towards Labour Welfare Fund and a contribution for Rs.6/-(each) from the contract agency side has to be paid to the Welfare Commissioner, Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, JC Road, Bengaluru-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.
i) It is mandatory that, the agency shall make the payment to its personnel deployed within 5th of every month irrespective of payment received from BESCOM.

12.1 Supervision:

The Agency shall take the responsibility of inspecting their personnel deployed on duty on regular basis by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the House Keeping Services so provided.

The House Keepers employed shall be issued a laminated ID affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of commencement of the present services any other details etc., by the agency and should be strictly worn by individual sweeper during office hours.

12.2 Replacement:

Agency shall provide continuous service of House Keeping by making immediate standby/reserve manpower and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous and requisite Sweepers at the designated locations. Agency shall make arrangements to provide weekly holidays and general holidays to the House keepers.

13.0 Dispute:

For any dispute or differences arising under this contract agreement or which may arise in future the Managing Director, BESCOM is the final authority and will be solved by taking recourse to mutual settlement. Further any dispute is subject to courts in Bangalore jurisdiction.

AND

For any dispute between the Contractor and workers, BESCOM shall not be responsible.

14.0 Bid Validity:

Bids shall be valid for **180 days** from the date of opening of techno – commercial bid.

In exceptional circumstances the BESCOM may solicit the bidder's consent to an extension of the period of the validity. The request and the response there to shall be made in writing (including cable or Fax or Telex or Email). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

15.0 Prices:

The prices indicated are FIRM throughout the period of contract & inclusive of all taxes & duties, however any increase in the minimum wages by Government of Karnataka during the currency of contract (after the date of issue of order) will be paid by the BESCOM along with the proportionate increase in wage PF, ESI, Service Tax. If there is any decrease in minimum wages by Government of Karnataka, the recovery will be affected accordingly on proportionate basis along with the corresponding decrease in amount of PF, ESI, Service Tax. In both the cases the tender premium if any, will also be considered for arriving the revised rate.

Rates shall be quoted as per the Applicable Minimum Wages Act:

Not with standing anything stated above, the BESCOM reserves the right to assess the bidder's capability to perform the work, should the circumstances warrant such assessment in the overall interest of BESCOM.

Charges inclusive of all rates inclusive of all taxes shall be quoted per Month for the services provided in the KPPP portal only.

Maintenance Charge includes Repair and maintenance of Geysers/Solar water heater/air conditioners/Electrical fittings/Water supply items and Cleaning of Sanitary/sewage lines, Supplying of Daily News Papers(Kannada and English), Supplying Uniform cloth to employees, supplying Floor mats, bathroom utensils like mop, cleaning brush, buckets, mugs, maintenance of garden (like supplying weedicides, pesticides/new soil/fertilizers) etc, maintenance of TV Cable

charges, Cost of disinfectants/detergents, air fresheners, Mosquito liquid, etc., including cost of material & labour charges etc.,

16.0 Reporting Time:

The agency should provide the services of Sweepers to the designated BESCOM offices within ten days from the date of receipt of the detailed work award.

The reporting time will be as per the instructions of the sub-divisional officer.

17.0 Penalty:

In case the agency fails to provide the Services of Sweepers within fifteen days from the date of receipt of the detailed work award a penalty at the rate of ½% per week subject to maximum of 10% of the remunerations of the Sweepers will be levied and deducted out of the amount payable to the agency.

If a Sweeper is absent then the proportionate salary will be deducted from the bill and if a Sweeper is absent for more than 20 days then the entire months salary will be deducted.

If more than 1 member is absent on any day then the entire day's remuneration shall be withheld. If this persists for more than 4 days BESCOM reserves the right to get the work carried through some other agency at the risk and cost of the agency.

18.0 CONTRACT AGREEMENT:

The Agency shall enter into contract Agreement on a Stamp Paper of Rs.200/- within stipulated time from the date of issue of award/ LOA, valid for the entire period of contract and extended periods if any.

19.0 Compensation for losses due to thefts and pilferages:

In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building where the works are being carried out by the Contractors personnel, the contractor shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the contractors personnel such amount as mentioned above shall be deducted from the contractors bill and or any other amount as may be due to him. The company shall lodge complaint with the jurisdictional police regarding such an occurrence. The contractor shall also investigate into the matter and communicate the result of such investigation to the company. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the contractor,

the company or police, the cost of such property shall be refunded to the contractor, if already recovered by him less the cost of damages to such property as assessed by the company. Restoration of such property from police or courts shall be the responsibility of the contractor.

20.0 Termination of Contract:

The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and Security Deposit/EMD amount paid by the contractor will be forfeited.

- The services to be found unsatisfactory.
- Breach of any terms of the contract.
- If the Service Provider fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
- If the Service Provider fails to remit the minimum wages, ESI & PF amount of its employees to the concerned authority.
- If the Service Provider fails to make payment to Manpower within the time specified.

In case the agency fails to provide the services as per Contract, within the contracted period of delivery or in case the staff provided are found not in accordance with prescribed requirements, the Company shall exercise its discretionary powers on any or all the following:

i. **To recover from the agency, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and**
ii. **To cancel the purchase order.**
iii. **To forfeit the security deposit if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit.**
iv. **To black list or not to consider future offers for a specified period.**

The decision of the Company shall be final as regards the acceptability.

21.0 FORCE MAJEURE:

For the purpose of this contract “Force Majeure” means an event which could not reasonably, have been of a avoided by a diligent party the circumstances which is beyond the reasonable control of a party and makes a party’s performance of its responsibility hereunder

impossible, in the circumstances and includes but is limited to war, riots, civil disorder, earthquake, lockouts of other action by Government agencies.

Force Majeure not to include any event which is caused by negligence or intentional action of a party or such party's contractors or agents or employees or by a failure to observe Standard practice.

Force Majeure shall not include insufficiency of funds or failure to made any payment required hereunder.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.

Sd/-
Chief Engineer(Ele.),
O&M Zone, BESCOM,
Chitradurga.